

Exhibit A

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**THE COURT OF COMMON PLEAS, CIVIL DIVISION
CUYAHOGA COUNTY, OHIO**

Clerk of Courts | The Justice Center | 1200 Ontario Street 1st Floor, Cleveland, Ohio 44113

STEEL WAREHOUSE CLEVELAND, LLC
Plaintiff

CASE NO. CV22968859

JUDGE KATHLEEN ANN SUTULA

v.

VELOCITY OUTDOOR, INC.
Defendant

SUMMONS SUMC CM

Notice ID: 48624871



From: STEEL WAREHOUSE CLEVELAND, LLC
1220 EAST 222ND STREET
EUCLID OH 44117

P1

Atty.: TODD D CIOPOLLO
6685 BETA DRIVE
CLEVELAND, OH 44143-0000

To: VELOCITY OUTDOOR, INC.
7629 ROUTES 5 AND 20
BLOOMFIELD NY 14469

D1

NOTICE TO THE DEFENDANT:

The Plaintiff has filed a lawsuit against you in this Court. You are named as a defendant. A copy of the **Complaint** is attached.

If you wish to respond to the Complaint, you must deliver a written **Answer** to the Plaintiff's attorney (or the Plaintiff if not represented by an attorney) at the above address *within 28 days* after receiving this Summons (not counting the day you received it). A letter or a phone call will not protect you. Civil Rule 5 explains the ways that you may deliver the **Answer** (<http://www.supremecourt.ohio.gov/LegalResources/Rules/civil/CivilProcedure.pdf>)

You must also file a copy of your **Answer** with this Court within 3 days *after* you serve it on the Plaintiff. You can file your **Answer** with the Clerk of Courts by one of the following methods: 1) In-person or by mail at the above address or 2) electronically through the online e-Filing system. For more information on using the e-Filing system, visit <http://coc.cuyahogacounty.us/en-US/efiling.aspx>.

If you fail to serve *and* file your **Answer**, you will lose valuable rights. The Court will decide the case in favor of the Plaintiff and grant the relief requested in the **Complaint** by entering a default judgment against you.

You may wish to hire an attorney to represent you. Because this is a civil lawsuit, the Court cannot appoint an attorney for you. If you need help finding a lawyer, contact a local bar association and request assistance.



Nailah K. Byrd
Clerk of Court of Common Pleas
216-443-7950

Debbie Juhn

Date Sent: 09/20/2022

By _____
Deputy



**NAILAH K. BYRD
CUYAHOGA COUNTY CLERK OF COURTS
1200 Ontario Street
Cleveland, Ohio 44113**

Court of Common Pleas

**New Case Electronically Filed: COMPLAINT
September 20, 2022 09:57**

By: TODD D. CIPOLLO 0069043

Confirmation Nbr. 2655991

STEEL WAREHOUSE CLEVELAND, LLC

CV 22 968859

vs.

VELOCITY OUTDOOR, INC.

Judge: KATHLEEN ANN SUTULA

Pages Filed: 4

IN THE COURT OF COMMON PLEAS
CUYAHOGA COUNTY, OHIO

STEEL WAREHOUSE CLEVELAND, LLC,)	CASE NO.
d.b.a. Chesterfield Steel)	
1220 East 222 nd Street)	JUDGE
Euclid, OH 44117)	
)	
Plaintiffs)	<u>COMPLAINT</u>
)	
vs.)	(Jury Demand Endorsed Hereon)
)	
)	
VELOCITY OUTDOOR, INC.)	
7629 Routes 5 and 20)	
Bloomfield, NY 14469)	
)	
Defendant)	
)	

Now comes Plaintiff, Steel Warehouse Cleveland, LLC, doing business as Chesterfield Steel, by and through counsel, and for its complaint against the Defendant, states as follows:

PARTIES

1. Plaintiff Steel Warehouse Cleveland, LLC (hereinafter referred to as "Chesterfield Steel") is an Ohio limited liability company doing business as Chesterfield Steel with its principle location at 1220 East 222nd Street, Euclid, Cuyahoga County, Ohio 44117.
2. Defendant Velocity Outdoor, Inc. (hereinafter "Velocity"), upon information and belief, is a Delaware corporation with its principle place of business located in Bloomfield, New York who conducts business in Cuyahoga County, Ohio, with, but not limited to Chesterfield Steel.

JURISDICTION AND VENUE

3. Jurisdiction and venue are proper in this Court as the acts that give rise to Plaintiff's claims for relief occurred in Cuyahoga County, Ohio.

FACTUAL BACKGROUND

4. Chesterfield and Velocity have a 35 year plus history of Chesterfield supplying specialized slit steel to Velocity based upon forecasts provided to Chesterfield from Velocity.

5. In 2019, Chesterfield supplied Velocity with specialized and cut steel to Velocity in the amount of 2,803,955 pounds, approximately six loads per month.

6. In 2020, Chesterfield supplied Velocity with specialized and cut steel to Velocity in the amount of 3,616,437 pounds, more than eight load per month.

7. In 2021, Chesterfield supplied Velocity with specialized and cut steel to Velocity in the amount of 3,190,450 pounds, approximately seven loads per month.

8. Chesterfield required estimates of load quantities from Velocity two quarters in advance of the order deliveries in order to produce Velocity's orders.

9. In August, 2021, Chesterfield made inquiries to Velocity as to its forecasted order quantities in order to fulfill Velocity's orders in early 2022.

10. Velocity informed to Chesterfield that it expected to order its customary eight (8) loads per month in 2022, consistent with 2019 to 2021 quantities.

11. The steel that Chesterfield provides to Velocity to fulfill those orders is specially manufacture and cut for Velocity.

12. The steel that Chesterfield provides to Velocity to fulfill orders is not suitable for sale to others in Chesterfield's ordinary course of business.

13. Velocity stopped placing orders with Chesterfield in June, 2022.

14. In June, 2022, Chesterfield had on inventory 1,830,366 pounds of specialized and cut steel for Velocity to fulfill forecasted orders that Velocity provided to Chesterfield.

15. Velocity has refused to purchase the specialized steel that Chesterfield purchases and slits pursuant to Velocity specifications in reliance of Velocity's forecast to Chesterfield.

COUNT I
(Breach of Contract)

16. Plaintiff incorporates herein by reference all the statements and allegations made and contained in the prior paragraphs of this Complaint, as if the same were fully rewritten herein in their entirety.

17. Chesterfield specially procured and cut steel for Velocity that is not suitable for sale to others in the ordinary course of Chesterfield's business.

18. Chesterfield specially procured 1,830,366 pounds of steel specifically for Velocity prior to Velocity indicating to Chesterfield that it would no longer be purchase said steel from Chesterfield.

19. Chesterfield performed all of its obligations under its agreement with Velocity consistent with Uniform Commercial Code §2-210(3).

20. Velocity refused to purchase the 1,830,366 pounds of steel procured and cut specifically for Velocity.

21. As a direct and proximate result of Velocity's breach of the agreement, Plaintiff has been damaged in an amount to be more fully determined at trial.

WHEREFORE, Plaintiff Chesterfield Steel demands judgment against Defendant Velocity Outdoor, Inc. in the amount to be determined at trial, plus interest, liquidated damages, attorneys' fees, costs and other further relief this Court deems just and proper.

JURY DEMAND

A jury composed of the maximum number permitted by law is hereby demanded.

Respectfully submitted,

/s/ Todd D. Cipollo

James V. Aveni (0061918)
Todd D. Cipollo (0069043)
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